

# RIGHT OF WAY AND EASEMENT GRANT

## 2450662

LeMans Apartments, a Partnership, By WALLACE-McCONAUGHY Corp. General Partner  
 a Corporation of the State of Utah, Grantor, does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of One and No/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement twenty (20) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in Salt Lake County, State of Utah, to-wit:

The land of the Grantor located in Lot 2, Block 4, Ten Acre Plat "A", Big Field Survey;

the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

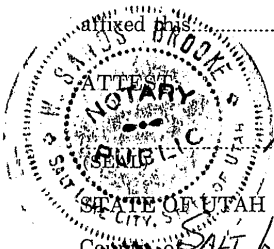
Beginning at a point 19.88 feet North and 354.5 feet East from the Southwest corner of said Lot 2, thence North 570 feet, thence North 89° 54' 45" West 350.45 feet, more or less, to the West line of Grantor's property.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantor shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantor shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

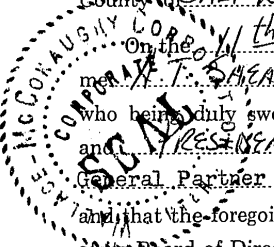
It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 11 day of April, 1972.



A.T. Shearer Jr.  
Secretary

LeMans Apartments, a Partnership  
 By Wallace McConaughy Corp. General Partner for  
LeMans Apartments  
 WALLACE-McCONAUGHY Corp., General Partner  
A.T. Shearer Jr. & Robert E. McConaughy III  
 Sec. Treas. Pres.



On the 11th day of April, 1972, personally appeared before me A.T. SHEARER JR. and ROBERT E. McCONAUGHY III, who being duly sworn, did say that they are the SECRETARY - TREASURER and PRESIDENT, respectively, of WALLACE-McCONAUGHY Corp., General Partner of LeMans Apartments, a Partnership

and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, (or) its By-Laws, and said A.T. SHEARER JR. and ROBERT E. McCONAUGHY acknowledged to me that said corporation duly executed the same.

My Commission expires:  
March 30, 1976

W. Sands Brooks  
Notary Public

Residing at Salt Lake City, Utah  
 Recorded APR 19 1972 at 10:12h  
 Request of MOUNTAIN FUEL SUPPLY CO.  
 Fee Paid JERADEAN MARTIN  
 Recorder, Salt Lake County, Utah  
 \$ 2.00 By [Signature] Deputy  
 Ref. \_\_\_\_\_

\*Strike clause not applicable.  
 RW-3 SL 5-61